

REQUEST FOR PROPOSALS

COMPUTER ASSISTED MASS APPRAISAL SYSTEM (CAMA) AND PERSONAL PROPERTY SYSTEM

Sullivan County Assessor
100 Court House, Room 203
Sullivan, IN

November 2007

SECTION 1 PROJECT SCOPE	3
1.1 INTRODUCTION	4
1.2 BACKGROUND	4
1.3 PROJECT SCOPE	5
1.4 GENERAL GUIDELINES	5
SECTION 2 GENERAL INFORMATION	7
2.1 INQUIRIES	8
2.2 SUBMISSION GUIDELINES	8
2.3 SUGGESTED TIMELINE OF PROJECT	8
2.4 REJECTION	9
2.5 ADDITIONAL INFORMATION	9
2.6 ADVERTISING	9
2.7 CONFIDENTIAL MATTERS	9
2.8 CONTRACT TERMS	9
SECTION 3 DETAILED SUBMITTAL REQUIREMENTS	10
3.1 PROPOSAL FORMAT	11
3.2 DATA CONVERSION	14
3.3 THIRD-PARTY PRODUCTS	14
3.4 STAFFING PLAN	15
3.5 TRAINING	15
3.6 MAINTENANCE AND SUPPORT PROGRAM	15
3.7 SAMPLE DOCUMENTS	16
SECTION 4 EVALUATION PROCESS	17
4.1 EVALUATION PROCESS	18
GENERAL FUNCTIONALITY	19
DATA MANAGEMENT	19
ARCHITECTURE	20
SEARCHES, REPORTING	21
ASSESSOR	22

SECTION 1 PROJECT SCOPE

1.1 INTRODUCTION

The County of Sullivan, Indiana (herein referred to as the "County") seeks proposals from all software and implementation services firms that have proven experience in CAMA Systems for the public sector.

Through this Request for Proposals (RFP), the County is seeking to identify proposal teams whose products and services can most fully meet the software assessment needs of the County and conform to the State of Indiana Title 50 Department of Local Government Finance (DLGF) Rules.

1.2 BACKGROUND

Sullivan County is in south-west district of Indiana. Sullivan County is bordered by Illinois and the Wabash River to the west, Vigo County to the north, Greene County to the east and Knox County to the south. The City of Sullivan is the county seat and is located in the center of the County. Sullivan County is 447 square miles which is made up of lakes, farms, and small communities. Sullivan County is the home of the Carlisle Correctional Facility, one of Indiana's newest and largest prisons, the Merom Power Station, several large coalmines and conservation projects. The county is home to about 21,500 residents.

The County Assessor's current CAMA System is ProVal Plus. The assessment responsibilities are the County Assessor's sole responsibility. There are approximately 8,836 residential and agricultural improved parcels and 6,552 unimproved residential and agricultural parcels. Of the commercial and industrial parcels there are 895 improved parcels and 1,136 unimproved parcels. Sullivan County has around 2,156 personal property parcels which runs separately to ProVal Plus.

Sullivan County has a well-established GIS system from WTH Technology Inc., out of Indianapolis, Indiana.

All property tax management systems in all counties in Indiana are required by December 31, 2008 to be certified by the Indiana DLGF according to 50 IAC 23. This rule may be found on the DLGF website at <http://www.in.gov/dlgf/Vendors> Sullivan County will not enter into a contract with any vendor that cannot meet these certification requirements.

The Sullivan County Board of Commissioners consents to the sponsorship of this project which includes the County Assessor. An appropriation will be requested of the County Council at such time that the selection committee has decided to move forward with the purchase of a CAMA and Personal Property System.

1.3 PROJECT SCOPE

The County is seeking a CAMA System that:

1. Has a proven track record for at least 15 years and has gone through at least 3 Indiana assessments cycles.
2. Increases efficiencies through a single entry data capture.
3. Empowers the user with analytical tools and report writing capabilities.
4. Provides Internet Self Service. The proposed solution must support customer inquiry into assessment status via the Internet. Consolidates communication via the US Mail and email at the customer level.
5. Provides for an enterprise Land Management System.
6. Provides a seamless transition from the current County modified Cost approach, including tables and parcel data, into a new Cost Module which allows for the expansion to Market and Income approach appraisal methods/models.
7. Interfaces with the County's GIS system to support data sharing, system integration, and analysis that will maximize technology investments.
8. Presently or in future releases meets 50 IAC 23 of the Indiana Code and will be certified before 12/31/08.

1.4 GENERAL GUIDELINES

Proposals are expected to be submitted for the entire scope of products and services contained in this RFP.

Each vendor is required to be certified by the State of Indiana DLGF under 50 IAC 23 no later than 12/31/08. This certification process requires vendor demonstrations at the State level. It is expected that each vendor will be available to provide an on-site demonstration of their product at the request of the County. The demonstrations should include but are not limited to those defined in IAC 50 23-18-3.

The County reserves the right to reject any or all proposals. The County reserves the right to reconsider any proposal submitted at any phase of the procurement. It also reserves the right to meet with bidders at any time to gather additional information. Furthermore, the County reserves the right to delete or add functionality (i.e. modules) up until the final contract signing.

Unless an Active Service Provider arrangement is being bid, the County will only accept proposals for software that is licensed on a "perpetual" basis (i.e., County purchases and retains the license to use the software forever) and "fixed" maintenance costs for a three-year period (i.e., license fees, maintenance, and support costs are clearly specified for a three-year period) with a cap on the growth of maintenance and costs for the next three years. Proposals on implementation services are expected to be on a "not-to-exceed" basis where the County compensates the contractor on the basis of hours and expenses incurred up to a ceiling amount.. Finally, the County reserves the right to contract with vendor finalists on either a fixed or a combination of fixed and not-to-exceed basis.

All proposal pricing shall be valid for 90 days from the RFP proposal due date.

All proposal teams hereby certify that they have carefully examined all of the documents for the project, have carefully and thoroughly reviewed this RFP, and understand the nature and scope of the work to be done; and that this proposal is based upon the terms, specifications, requirements and conditions of the RFP. The proposal teams further agree that the performance time specified is a reasonable timeframe, having carefully considered the nature and scope of the project as aforesaid.

At any time prior to the deadline for receipt of RFP submittals, any responding firm may withdraw their submittal, either personally or by written request. However, a proposal may not be withdrawn after the deadline without the written consent of the County.

When responding to this RFP, please follow all instructions carefully. Please submit proposal contents according to the outline specified and submit all hard copy and electronic documents according to the instructions. Failure to follow these instructions may be considered a non-responsive proposal and may result in immediate elimination from further consideration.

SECTION 2

GENERAL INFORMATION

2.1 INQUIRIES

All inquiries concerning this RFP should be made to one of the contacts listed below. No other employee of the County may be contacted directly regarding this RFP without permission from one of the following:

Vicki Talpas Sullivan County Assessor 100 Courthouse Square, Room 203 Sullivan, Indiana 47882 Phone: 812-268-5110 Fax: 812-268-0512 Email: assrv@joink.com	Jean Harris County Auditor 100 Courthouse Square, Room 202 Sullivan, Indiana 47882 Phone: 812-268-4491 Fax: 812-268-3612 Email: sullaudit@joink.com
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2.2 SUBMISSION GUIDELINES

To facilitate evaluation of proposals, one copy electronically emailed to assrv@joink.com must be submitted containing the entire contents of your proposal. In addition, one (1) original and four (4) hard copies shall be submitted no later than 4:00 PM local time on December 10, 2007 to the Auditors Office, 100 Courthouse Square, Room 202, Sullivan, Indiana 47882. Responses may be mailed or hand-delivered. The proposals submitted will become the property of Sullivan County and will not be returned. Sullivan County will not be held liable for any cost incurred by the respondent in proposal preparation. The respondent shall assume all expenses incurred in the respondent's pursuit of this award. All proposals submitted shall be binding upon each proposal team if accepted by the County. Late proposals will not be considered

2.3 SUGGESTED TIMELINE OF PROJECT

November 20, 2007	RFP Release Date
December 10, 2007	Proposals Due (4:00 PM – EST)
December 17, 2007	Vendor Selection/Contract Negotiations
January 2, 2008	Implementation Start-Up
December 2008	Project Completion

It is expected that the implementation will be done in a phased approach allowing the County to run each module alongside the existing application to provide a true test of functionality.

2.4 REJECTION

The County reserves the right to reject any and all proposals, to waive any formality in proposals received, to accept or reject any or all of the items in the proposal, and to award the contract in whole or in part and/or negotiate any or all items with individual vendors if it is deemed in the County's best interest. Moreover, the County reserves the right to make no selection if proposals are deemed to be outside the fiscal constraints or against the best interests of the County.

The County reserves the right to negotiate separately with any vendor after the opening of the response to this RFP when such action is considered in its best interest. Subsequent negotiations may be conducted, but such negotiations will not constitute acceptance, rejection, or a counteroffer on the part of the County.

2.5 ADDITIONAL INFORMATION

The County reserves the right to ask any vendor to submit information missing from its proposal, to clarify its proposal, and to submit additional information which it deems desirable.

2.6 ADVERTISING

The contractor agrees not to use either directly or implicitly, the County or its logo, or make any other reference to the County in any advertisement, brochure, or other materials as a means to induce business, without the express written permission of the County.

2.7 CONFIDENTIAL MATTERS

All data information gathered by the proposal teams, including this RFP and all reports, recommendations, specifications and data shall be treated as confidential. Proposal teams shall not disclose or communicate the aforesaid matters to a third party or use them in advertising, publicity, propaganda, and-or in another job or jobs, unless written consent is obtained from the County.

2.8 CONTRACT TERMS

The contract terms considered for this contract are in the Sample Contract which can be found in Exhibit A of this RFP.

SECTION 3

DETAILED SUBMITTAL REQUIREMENTS

3.1 PROPOSAL FORMAT

It is requested that each vendor's response to this Request for Proposal should be organized as indicated in the following sections. Each section of the vendor's response should contain all information pertinent to its specific topic.

Section I—Vendor's Introduction and Summary

The first section of each vendor's proposal should be an introduction of the system being proposed to the County. Specifically, an overview of description should include the following:

1. The name(s), address and phone number(s) of vendor personnel who are authorized to represent the vendor.
2. A summary overview of the software package being recommended by the vendor to the County, including the database used in each package if one has been used.
3. A summary of any other characteristics of the proposed system that the vendor feels is appropriate to describe.
4. A summary of the vendor's "error resolution" plan in the event a problem develops during the installation process. (i.e. programming changes are needed to run tax bills)

Section II—System Costs

The purpose of this section is to delineate all relevant costs associated with the installation and implementation of the vendor product. All pertinent cost information should be included in the proposal outlined below.

The following assumptions may be used when determining software license costs:

Number of real property parcels: 17,419
Number of personal property parcels: 2,156

There are 6 users in the Assessors Office.

All pertinent cost information should be included in the proposal outlined below.

1. List all software proposed applications and database system software), the lease and purchase costs and costs related to implementation, maintenance, on-going support and development. Include the warranty policy that will be offered to the County and the "per hour" cost thereafter.
2. List all recommended hardware costs, including installation, both server and client.
3. List all costs related to implementation, including installation of software, data conversion, testing, and error resolution.
4. List all costs of training, including cost per hour assumed in the training budget, the number of days of in-house training and the number of people who may attend the training session, if there is a limit on the number of participants.
5. If the system that the vendor is proposing does not meet the State of Indiana 50 IAC 23 requirements as it stands, then the vendor is required to include the cost to meet this requirement in the initial cost proposal.
6. List the hourly rate which the County can expect to pay for customization of the system and for the conversion of all existing data.
7. Detail any other applicable charges not covered elsewhere.
8. Recap all costs, one-time and recurring.

Section III—Application Systems

The purpose of this section is to obtain information regarding the functional capabilities of the proposed system. The basic requirements of the system should include complete integration of all modules, ease-of-use, and reliability.

The vendor is requested to provide summary application documentation on the application system proposed in order to demonstrate the major feature/function capabilities of the proposed software.

Note: the functional capabilities of the vendor product stated in the RFP response should be currently operational. If a feature is targeted for future development, it should be indicated as such and an expected release date should be provided.

The evaluation of each vendor's application systems will be based on an overall review of each applications system's documentation, the vendor's ability to provide the requested specific functionality, and any demonstrations that may be necessary.

Section IV—Vendor Experience/Stability

The purpose of this section is to obtain information from the vendor with regard to current installations of their system in order to evaluate the vendor's previous experience and viability.

1. The vendor should provide basic background information including the following:
 - A brief description of the company size and organizational structure.
 - Length and Description of experience the company has had with public sector customers, specifically in the area of assessment software engagements.
 - Listing of public sector customer installations by name, state and product/module. The number of users per installation should also be included.
 - Number of years in business.
 - Audited financial statements for the last two fiscal years.
 - Office location from which vendor will provide installation and maintenance.
2. The vendor should provide the names and addresses of at least five client references where the vendor product is installed and in operation, along with the names, addresses and phone numbers of the user-contact personnel. These references should be as similar as possible to the County environment as described in this RFP and a description of the reference should accompany the contact information.
3. The vendor should permit the County to contact any client on the vendor product installation list. Before final selection, the vendor of choice may be asked to provide a mutually agreeable end-user site visit to an installation operating the system proposed.
4. The vendor must provide all information on plans to announce any significant new product offering or enhancement to the vendor product within the next twelve months that may impact The County's approach, timing, or cost in selecting the system.
5. The vendor should provide a list of users' groups for the proposed vendor product.

Section V—Vendor Support Services

Each vendor is requested to submit the following items relating to support services that will be provided as part of each vendor's system or for an additional fee.

1. All vendors should provide a description of their installation/ implementation methodology through testing and going "live" with the new system. The vendor should indicate the average calendar time for the implementation and the expected and guaranteed date for going "live."
2. The vendor should provide information pertaining to the level of product maintenance available, method of servicing (whether on-site or remotely), and the expected response time for service calls.
3. The vendor should describe and recommend the dollar level of training available, both at the user-end level (train the trainer) and at the technical level.

Section VI—Documentation

Samples of user and technical documentation should be submitted as part of the response. In addition, the vendor should provide information and descriptions of online help that is available for the system.

3.2 DATA CONVERSION

Proposals must provide all costs associated with Data Conversion. Costs for Data Conversion shall be itemized separately and identifiable to the extent the County shall have the option of accepting or declining conversion options.

3.3 THIRD-PARTY PRODUCTS

To the extent that a third-party product is required to compensate for functionality that is absent in the solution, the vendor should explicitly state the name of any third-party products. For each third-party product there should be a statement about whether the vendor's contract will encompass the third-party product and/or whether the County will have to contract on its own for the product. The County prefers that the software vendor serve as the administrator for all third-party software contracts. Finally, the vendor should provide proof that they have access to the third-party software source code (own or in escrow) and that the vendor has the ability to provide long-term support for the third-party software components of their system.

3.4 STAFFING PLAN

The vendor must provide a staffing plan, outlining both proposed consulting resources and the County's staffing requirements, both technical and functional.

3.5 TRAINING

The vendor must provide a software-training plan that includes:

- Change Management
- Class/Course Descriptions
- Technical Training on Proprietary Toolsets
- On-site Training Option
- On-line Training Options
- Off-site Training Options
- Use of third-party training resources. If available the vendor should identify third-party partners that provide training on the use of their application.
- Recommendations for training technical and functional employees in the staffing plan above.

3.6 MAINTENANCE AND SUPPORT PROGRAM

Specify the nature of any post-implementation and on-going support provided by the vendor including:

- Post-sales support
- Telephone support
- Special plans defining "levels" of customer support hotline, hours of operation, availability of 24 x 7 hotline, etc.).
- Delivery method of future upgrades and product enhancements including historical frequency of upgrades by module.
- Availability of user groups.
- Problem reporting and resolution procedures.
- Big fixes and patches.
- Other support e.g., on-site, remote dial-in, Web site access to patches, fixes and knowledge base).

3.7 SAMPLE DOCUMENTS

To establish a complete and competitive proposal, vendors must include sample copies of the following documents previously used for local governments:

- Sample software licensing
- Sample implementation services agreement and/or contract
- Sample management plan

SECTION 4

EVALUATION PROCESS

4.1 EVALUATION PROCESS

The County will open and review all timely responses. The following criteria will be used to evaluate proposals. This is not intended to be a comprehensive list, nor the arrangement of the criteria meant to imply order of importance in the selection process.

- Experience of software firm in the public sector – as illustrated by “live” sites where the proposed version of the product is in use.
- Experience of implementation firm in installing the specific software product being proposed..
- Ability of vendor to effectively communicate and interpret DLGF requirements set out in Title 50.
- Ability of vendor to comply with the DLGF certification process and terminology.
- Ability to meet the County’s contractual criteria as stated in the RFP.
- Responses to technical requirements.
- Completeness and appropriateness of the implementation strategy, project staffing plan, system interfaces and software training for the County.
- The evaluators will carefully consider total cost of ownership (software licenses, implementation, training and software maintenance). While Sullivan County is not legally obligated to accept the lowest cost bid for the proposed services, cost will be an important factor in selecting a Respondent, but the longevity of the application along with a Company that has been sustained in the market with a proven system is just as important.

GENERAL FUNCTIONALITY

		Available Now?	If No, please state date	Customization Required? (Amount)	Comment (if any)
1	Does the software have the approval of the Department of Local Government Finance to meet their approved guidelines?				
2	Does the software allow for integration with the County GIS?				

Security

4	Role-based security profiles. The software should allow for user based security based upon group associations. Security must also be available to be applied to the field level.				
5	Do required fields require proper validation?				
6	Ability to track who made changes(bases on user sign on) and when changes were made (audit trail)				

DATA MANAGEMENT

7	Software allows for user defined fields				
8	Data Integrity management: The software will maintain data integrity by utilizing data entry controls. (i.e. mandatory fields, field selection based upon system codes)				
9	The software will be able to retain and track historical data and maintain an audit trail (i.e. genealogy on a property including past ownership) The software will have the ability to track the parent and child relationship once a property account has been sub-divided or consolidated.				
10	The software will allow for the data to be captured, changed or updated once and will then be propagated throughout the system. Changes can be made to current or past information.				
11	The software conforms to standards on specific field formats (dates and addresses)				

DATA MANAGEMENT

		Available Now?	If No, please state date	Customization Required? (Amount)	Comment (if any)
12	The software will allow for property owners to access information about their property through the web.				

ARCHITECTURE

13	The software will use an ORACLE database				
14	The software will minimize or eliminate the requirements for software distribution. The software will be accessed through a web-browser, without the need for other software installed and running on the workstations.				
15	The vendor will provide a detailed description of the proposed system's architecture supported by diagrams.				
16	The County expects to be able to continue to support the new system in the event of the dissolution of the vendor. It is expected that access to the source code of the proposed system is available.				
17	The County expects the vendor to ensure the County is aware of all licenses necessary for the full and complete use of the proposed software.				
18	The vendor will disclose and explain any or all intentions to use third party software and the associated costs.				
19	The vendor will provide a list of potential sites for demonstration of their product in a similar-sized organization that has common functionality to that of the proposed system for the County.				

Infrastructure

		Available Now?	If No, please state date	Customization Required? (Amount)	Comment (if any)
20	Software upgrades must protect the County Assessor and comply with all Indiana statutes.				
21	The software will be scalable in terms of the number of transactions that can be processed and stored.				
22	The software provides for scheduled, automated backups without interruption of system availability.				
23	Please indicate the vendor's support hours and the average response time to customer issues.				

Help Functionality

24	The software will provide a user-friendly, in-context, online help system that is accessible from all modules in the system.				
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Data Conversion

25	The vendor is capable of converting data electronically from the current system to the proposed system.				
26	An edit report is provided that details how successful the conversion.				
27	Please indicate the time required to convert the data both from the vendor's standpoint and the county resources required to support the conversion.				

SEARCHES, REPORTING

28	Ability to set up standards for data entry with the system validating appropriateness				
29	Ability to access reports at a given point in time. The reports will be available to print or save in a standard format.				
30	Ability to import / export data between the county system and the state system				
31	Ability to integrate all state reports in order for electronic transmittal required by the State				
32	Ability to run "test" reports on groups of properties				

SEARCHES, REPORTING

		Available Now?	If No, please state date	Customization Required? (Amount)	Comment (if any)
33	Ability to print one or a group of labels from the system				
34	Ability to export information to mail merge				
35	Ability to view reports from system				
36	Ability to export information from the system				
37	Integrated report writing tool				
38	The software will be able to perform simple and advanced searches. The search results will be able to be sorted by multiple combinations.				
39	The software will have the ability to generate notices for current and past years (i.e. Notice of Assessment). Notices can be printed or captured in an electronic file that is distributed to a third-party printing and distribution.				
40	The software will have the ability to generate ad-hoc reports easily by the end-users. The software will be integrated with a report-writing tool such as Crystal Reports.				

ASSESSOR

Improvements

41	Append files to a property account (sketches, photos, documents) and provide for comments				
42	What file types can be used				
43	Does the software provide sketching				

Improvements

		Available Now?	If No, please state date	Customization Required? (Amount)	Comment (if any)
44	Does the software allow user comments in each functional area or screen?				
45	What is the limit for comments?				
46	Are all updates to name/address, new parcel data and land splits available immediately to all users				
47	Flat file export to Excel				
48	What is maximum number of characters for assessed value?				

49	Does the software allow for more than 4 items of personal property to any one owner?				
50	What is the limit of user defined fields available to Assessor				
51	Allow defined property types, i.e. Mobile Home, Modular Home, multiunit dwelling, single family home, land only, building only, condominium, personal property individual, personal property commercial or business, agriculture				

Mobile Homes

52	New Mobile Home entries accessed by all users?				
53	Accommodate annual assessment of mobile homes				
54	Title transfer information tracked with the mobile home				
55	Park search and park listing report				

Analysis

		Available Now?	If No, please state date	Customization Required? (Amount)	Comment (if any)
56	Support multiple valuation approaches				
57	Reconcile values and provide decision tools for assessor to select most appropriate				
58	Income valuation software – capture and modify information as per IAAO standards to provide valuations using discounted cash flows, direct capitalization, gross-income multipliers and comparable unit indicators.				
59	Market valuation approach: use multiple regression analysis and market adjustment factor application by various levels/categories				
60	Cost valuation approach: Residential and Commercial costing information in tables and algorithms that can be customized by the Assessor				
61	Sale ratio analysis reporting: standard ratio statistics by neighborhood, value strata, date range, including mean price, mean value, mean ratio, standard deviation, aggregate ratio, PRD, median ratio and COD.				
62	Analysis on combinations of fields, to stratify records and produce measures of central tendency (mean, median) uniformity and other common statistical calculations. Generate charts and graphs				
63	Analyze results from any of the methods of valuation, to develop units of comparison such as, gross income multiplier, value for apartment, condominium unit, hotel unit, dollar per square foot. Link records with comparable properties for the purpose of supporting assessment valuations.				

Personal Property

64	Assign personal property key number by taxing district and township				
65	Item limit per key number?				
66	Search by vehicle ID or VIN				
67	Track PPID Personal Property Investment Deduction				
68	Track RPID Real Estate Investment Deduction				
69	Calculations for PPID and RPID within software				
70	Validate NAICS code				

APPENDIX A

Articles of Agreement

TABLE OF CONTENTS

	<u>PAGE</u>
ARTICLE 1. SCOPE.....	2
ARTICLE 2. TIME FOR PERFORMANCE AND COMPLETION.....	2
ARTICLE 3. COMPANY'S COMPENSATION AND PAYMENT.....	2
ARTICLE 4. SPECIFICATIONS AND REQUIREMENTS	3
ARTICLE 5. ACCEPTANCE AND FINAL ACCEPTANCE.....	3
ARTICLE 6. SOFTWARE LICENSES	4
ARTICLE 7. ASSURANCES, REPRESENTATIONS AND WARRANTIES OF COMPANY	5
ARTICLE 8. TERMINATION	5
ARTICLE 9. PATENT AND COPYRIGHT INDEMNIFICATION.....	6
ARTICLE 10. LIMITATION OF ACTIONS AND LIABILITY	6
ARTICLE 11. NOTICE.....	7
ARTICLE 12. GOVERNING LAW	7
ARTICLE 13. CONSENT TO JURISDICTION, VENUE AND SERVICE.....	7
ARTICLE 14. COVENANTS BY THE COUNTY	7
ARTICLE 15. DISPUTE RESOLUTION.....	8
ARTICLE 16. INDEMNIFICATION	8
ARTICLE 17. INSURANCE	9
ARTICLE 18. LEGAL RESTRAINTS AND LIMITATIONS.....	9
ARTICLE 19. SOLICITATION OF AGREEMENT.....	9
ARTICLE 20. INDEPENDENT COMPANY.....	9
ARTICLE 21. CONFLICT OF INTEREST.....	10
ARTICLE 22. SUBCONTRACTORS	10
ARTICLE 23. ASSIGNMENT	10
ARTICLE 24. NON-DISCRIMINATION PROCEDURES	10
ARTICLE 25. AUTHORITY TO EXECUTE	10
ARTICLE 26. SEVERABILITY.....	11
ARTICLE 27. NO WAIVER	11
ARTICLE 28. NON-SOLICITATION	11
ARTICLE 29. MAINTENANCE AND SUPPORT.....	11
ARTICLE 30. ENTIRE AGREEMENT	11
ARTICLE 31. EXHIBITS AND ATTACHMENTS.....	12
Witness/Signature Page.....	13

AGREEMENT FOR SOFTWARE
AND
PROFESSIONAL SERVICES
BETWEEN
CONTRACTOR
AND
SULLIVAN COUNTY, INDIANA

THIS AGREEMENT is made by and between the County of Sullivan, a political subdivision of the State of Indiana, hereinafter referred to as the "County,"

AND

Contractor, a company formed under the laws of the State of _____, and authorized to do business in the State of Indiana, hereinafter referred to as the "Company," with offices located at _____.

WHEREAS, the County has determined that it is necessary, expedient and in the best interest of the County to retain Company to provide software and professional services to further enhance the County's Property Tax System; and

WHEREAS, the County has investigated hardware and software professional services available in the marketplace; and

WHEREAS, the Company's CAMA and Personal Property System is deemed the best fit for the County;

NOW THEREFORE, it is hereby agreed that the Company shall provide the products and professional services contained in this Agreement, for and in consideration of the foregoing promises and the mutual covenants herein contained, it is agreed by and between the parties hereto as follows.

ARTICLE 1. SCOPE

This Agreement sets forth the terms and conditions pursuant to which the County retains the Company to provide to the County the Company's computerized CAMA and Personal Property System as set forth in this Agreement (hereinafter referred to as the "System"). The Company shall provide the license(s) and the professional services required to customize, tailor, enhance and implement the System. The performance of this Agreement shall proceed in accordance with the Phases described in Exhibit 1 (Scope of Work) attached hereto (hereinafter referred to as the "Phases").

ARTICLE 2. TIME FOR PERFORMANCE AND COMPLETION

Before beginning Phase 1, the County shall provide the Company a duplicate original of the executed contract which shall serve as the notice to proceed, which Company's receipt of said executed contract shall, to the extent necessary to implement this Agreement, provide that the Company shall immediately begin work on project in accordance with specific deadlines as agreed to in the Detailed Project Plan, which is described and further set forth under Phase 1 of Exhibit 1, with respect to any task to be performed by County or Company where completion of the Phase is dependent upon completion of a task by a certain date.

Any reasonable changes agreed to by the Company and the County's Project Manager in the description of the Phase and time for performance shall be processed through the County's change order process.

If, at any time, the Company is delayed in its performance and/or completion of a Phase, including any delays caused by the County, the Company may request, in writing, extension of time beyond the estimated completion time set forth in Exhibit 2 (Payment Schedule) attached hereto and such extension shall be reasonably considered by the County provided, however, the aggregate time for completion under this Agreement shall not exceed 369 business days unless such delays are caused by the County. It is agreed that all services required for the enhancements described in this Agreement, and attachments hereto, and/or any negotiated change orders made during the project, except maintenance and support and any warranty work, shall be completed within 395 business days after execution of this Agreement. If during the project, a delay develops that will prevent the 395 business day completion, the Company must address in writing an extension of time required and specify a new final completion date and provide a new maximum number of business days to completion. The review, acceptance and approval of this revision will be processed through the County's change order process and shall liberally be granted.

ARTICLE 3. COMPANY'S COMPENSATION AND PAYMENT

As compensation for the goods and services to be provided by the Company, the County agrees to pay the Company a total of _____.

Payment to Company shall be in accordance with the fees specified in Exhibit 2 and upon completion of work agreed to by the Company and the County within a Phase and acceptance by the County and in accordance with the following:

- a. The Company shall submit written notification to the County upon completion of an activity item priced within a phase, or a Phase.
- b. The County shall, in accordance with Article 5, advise the Company of any work that is not accepted.
- c. The Company shall submit an invoice to the County upon receipt of notification by the County for acceptance of Phase.
- d. The County shall pay the undisputed amount within thirty (30) days after receipt of an invoice.
- e. Failure of the County to make payment when due shall entitle the Company, in addition to its other rights and remedies, to suspend, temporarily, further performance of this Agreement without liability.

- f. All disputes over acceptance and payments shall be handled in accordance with the provisions of Article 15.

Additional compensation that may be due the Company as the result of services requested by the County that are beyond the scope of this Agreement will be invoiced in the month subsequent to the month in which the services were provided.

ARTICLE 4. SPECIFICATIONS AND REQUIREMENTS

The Company covenants and agrees that the System, when complete, shall be in compliance with the specifications and representations attached hereto as Exhibit 3 (System's Baseline Description) and such additional requirements as developed by County and Company in the Requirements and Specification Validation during Phase 2.

ARTICLE 5. ACCEPTANCE AND FINAL ACCEPTANCE

At intervals appropriate to the progress of the tailoring, enhancement, or development of the software provided as part of the System, the Company shall provide documents related to the work in progress to the County's Project Manager for approval prior to proceeding on the subject work. The County shall have a period of ten (10) business days to notify the Company of work in progress that is not accepted. If written notice of any work in progress that is not accepted is not provided within such ten (10) business day period, all work in progress covered by the specific request for review shall be deemed accepted, however, such review of the activities within a Phase shall not be deemed acceptance of a Phase. Acceptance of a specific request for review shall not relieve the Company of any responsibility with respect to any products or services that are defective or fail to comply with the specifications and requirements pursuant to the terms of this Agreement.

Upon the completion of each of the identified Phases 1 - 7, the County shall have a period of ten (10) business days to notify the Company of work that is not accepted. If written notice of any work that is not accepted is not provided within such ten (10) business day period, all work covered by the phase shall be deemed accepted. Acceptance of a Phase shall not relieve the Company of any responsibility with respect to any products or services that are defective or fail to comply with the specifications and requirements pursuant to the terms of this Agreement.

At the completion of Phase 8, the County will be provided forty-five (45) calendar days to operate and test the System. During the forty-five (45) day period, Company shall furnish complete off-site telephone support in the form of consultation and/or remote diagnostic software support within four (4) hours of the County's support request. If the error, defect or nonconformity cannot be corrected by off-site telephone support within five (5) business days of when the error was first reported during normal business hours (Monday through Friday, 8:00 a.m. to 5:00 p.m. EST), the Company shall provide on-site support service at the beginning of the next business week, or as otherwise agreed upon, including implementation of temporary procedures to sustain the computerized mass appraisal system. The Company shall provide corrective measures for all reported errors within five (5) business days of the commencement of on-site service. If the System fails to meet the specifications and requirements provided for in this Agreement during the forty-five (45) day period, County may, at County's option, request modification of the software by the Company, at no additional contract charge. At the conclusion of the forty-five (45) day period, if County has not notified Company in writing of any such failure or defect in the System, the County will be deemed to have given final acceptance for the System.

ARTICLE 6. SOFTWARE LICENSES

a. ORACLE® SOFTWARE

The Company shall grant to the County, subject to full payment of the County's obligations provided herein, a Sublicense to use the Oracle® Products (RDBMS®) software identified and described in Exhibit 4 (Software License), Part A, attached hereto, needed for the operation of the System.

b. ~~CONTRACTORS~~ SOFTWARE

1. Subject to the terms and conditions hereinafter set forth, the Company grants to the County a perpetual right-to-use, non-exclusive, non-transferable license to use the Company's Licensed Software, hereinafter referred to as the CAMA and Personal Property modules as identified and described in Exhibit 4 (Software License/Sublicense Agreement), Part B, attached hereto, solely in the conduct of the business of the County, CAMA and Personal Property Source Code, related documentation, and any improvements, additions or modifications of the version or versions of the software which the Company has licensed to the County, together with the right to make such copies of the software as may be required for the County's own internal business purposes.
2. The County understands that the software provided under this Agreement contains trade secrets and proprietary information belonging to the Company. The County agrees to hold the software in trust and confidence and will safeguard the software to the same extent that the County safeguards other trade secret information related to its uses. The County agrees not to disclose, provide or otherwise make available the software to any person other than the County's employees or agents or the Company's employees without prior written consent of the Company. The County further agrees not to sell, assign, lease, license or in any manner encumber, pledge, convey or transfer the Company's software or any interest therein. Software ownership will pass to the County in the case where the Company is financially unable to perform.

c. OTHER THIRD-PARTY SOFTWARE

1. The Company shall, subject to acquisition of any additional Phase of service (1 to 9) or part of a Phase, pass to the County, subject to full payment of the County's obligations provided herein, a license to use Software identified and described in Exhibit 4 (Software License/Sublicense Agreement), attached hereto. All third-party software shall conform to published specifications and representations of the supplier.
2. Subject to the terms and conditions hereinafter set forth, the Company grants to the County a perpetual right-to-use, non-exclusive, nontransferable pass-through license to use the (Third-Party Company) Licensed Software, hereinafter referred to as the (proposed system modules) as identified and described in Exhibit 4 (Software License/Sublicense Agreement), Part C, attached hereto, solely in the conduct of the business of the County, related documentation, and any improvements, additions or modifications of the version or versions of the software which the Company has licensed to the County, together with the right to make such copies of the software as may be required for the County's own internal business purposes.

ARTICLE 7. ASSURANCES, REPRESENTATIONS AND WARRANTIES OF COMPANY

- a. The Company warrants to the County that the System will operate according to the performance standards set forth in Exhibit 3 (Proposed System's Baseline Description) and such additional requirements as developed by the County and the Company in the Requirements and Specification Validation during Phase 2.
- b. The Company warrants that the System shall operate in accordance with the requirements of this Agreement from the date of acceptance through the maintenance periods provided in Exhibit 6 (Ongoing Maintenance and Support), and any extension or renewal thereof.
- c. The Company warrants and represents to the County that the Company has the right to grant to the County the right to use all software without restriction or limitation except as provided herein and in accordance with the provisions set forth in Article 6. The Company warrants and represents to the County that the Company is an authorized distributor for the sublicensed software, attached hereto as Exhibit 4 (Software License/Sublicense Agreement). The County will have the right to use the sublicensed software.
- d. The Company warrants the software will perform as specified herein upon acceptance of Phase 8, and shall perform as represented by the Company with respect to updates, enhancements or additional software which may be acquired by the County so long as the County continues with a Maintenance Agreement with the Company or the Company's successors or assigns.

During the maintenance period, the Company will design, code, test, document and deliver any amendments or alterations (the "Amendments") to the Company's software that is necessary to correct or avoid any defect in the Company's software which is present at the time of delivery, or is discovered during County usage, and affects performance of the Company's software in accordance with the functions set forth in Exhibit 3 (Proposed System's Baseline Description). The Company shall only be responsible to correct defects that are documented or submitted in writing during the maintenance agreement period. Oral notification or other unwritten complaints will not constitute notice under this Agreement.

- e. The Company agrees that in case of dissolution of Company's third party supplier, the Company will replace third party supply with equivalent supply, to be approved by County, within 30 days of dissolution.

At any time during the Period of Agreement the Company shall not be required to correct any defects in any of the Company software caused by the County's negligence, improper installation or operation of the Company's software, or other improper action by the County operating the Company's software installed pursuant to the Scope of Services

The warranties specified in Article 7 above do not cover damage, defect, malfunctions or failure caused by: (i) failure by the County to follow the Company's and the manufacturer's installation, operation, or maintenance instructions or its failure to fulfill its obligations under this Agreement, (ii) the County's modification or relocation of the System, (iii) the County's abuse, misuse or negligent acts, (iv) power failure or surges, lightning, fire, flood, accident, actions of third parties and other events, including force majeure, outside Company's reasonable control, and (v) failure of County to provide an operating environment for the System, including electrical and telecommunications connections as defined during the Phase 2: Requirements Analysis.

ARTICLE 8. TERMINATION

This Agreement may be terminated by either party by giving thirty (30) days written notice to the other, before the effective date of termination, providing the terminating party has first exercised the Dispute

Resolution provision of this Agreement as described in Article 15 herein. In the event of termination or suspension, the Company shall be entitled to receive payment in full at the amounts as described in Exhibit 2 herein, or if not specifically set forth in this Agreement, at the Company's standard or published rates for all services, software, licenses and/or bonding delivered by the Company up to the effective date of the termination or suspension, as the case may be, plus such other charges as may be agreed upon by the parties.

ARTICLE 9. PATENT AND COPYRIGHT INDEMNIFICATION

- a. Company shall defend or settle any PATENT AND COPYRIGHT INFRINGEMENT suit or proceeding brought against County by a third party arising out of, or relating to, County's own internal use of the Software provided that Company is given written notice within ten (10) days of receipt of notice of such claim and is given information, reasonable assistance and sole authority to defend or settle the claim. Provided, however, in any suit or proceeding in which it is alleged that the infringement is based upon actions of the County excluded under (c) below and the matter is finally settled (with the consent of Company) or held by a court of competent jurisdiction, including appellate proceedings, that such infringement did not arise as a result of any action of County covered under (c) below, then Company shall pay all costs incurred by County in defending such claim, including reasonable attorneys' fees.
- b. Company, at its option, may obtain for County the right to continue using or to replace or modify the equipment or Licensed Software involved so it becomes non-infringing; or if such remedies are not reasonably available, grant County a refund, based on the County's net book value, for the equipment or Licensed Software provided pursuant to this Agreement and accept the return of the infringing product.
- c. The Company shall have no obligation under this section if the alleged infringement or violation is based upon the use of software in combination with other hardware or software not provided by the Company or from modifications, or enhancements or changes not provided by the Company.
- d. THIS ARTICLE STATES THE ENTIRE LIABILITY OF COMPANY FOR PATENT OR COPYRIGHT PROTECTION INFRINGEMENT BY THE LICENSED SOFTWARE OR THE EQUIPMENT OR ANY PORTIONS THEREOF.

ARTICLE 10 LIMITATION OF ACTIONS AND LIABILITY

- a. Neither party shall be liable to the other for any loss, damage, failure, delay or breach in rendering any services or performing any obligations hereunder to the extent that such failure, delay or breach results from any cause or event beyond the control of the party being released hereby ("Force Majeure"), including, but not limited, to acts of God, acts or omissions of civil or military authorities.

If either party is prevented or delayed in the performance of its obligations hereunder by Force Majeure, that party shall immediately notify the other party in writing of the reason for the delay or failure to perform, describing in as much detail as possible the event of Force Majeure causing the delay or failure and discussing the likely duration of the Force Majeure and any known prospects for overcoming or ameliorating it. Both parties agree to take any commercially reasonable measures to overcome or ameliorate the Force Majeure and its adverse effects on this Agreement, and to resume performance as completely as is reasonably possible once the Force Majeure is overcome or ameliorated.

- b. In no event shall Company or its officers, agents and employees be liable to County for any loss of profits, consequential, incidental, indirect or special damages under any circumstances even if Company has been advised of the possibility of same except for the amount of direct damages to real

or personal property and personal injury caused by the negligent acts, errors or omissions of Company or its officers, agents and employees.

- c. In any event, the Company's liability for damages (except for damage to real or personal property or personal injury as provided above) under any theory of liability or form of action including negligence, to the extent permitted by law, shall not exceed the total amount paid by the County to the Company under this Agreement.
- d. This Article 10 shall survive the failure of any exclusive remedy.

ARTICLE 11. NOTICE

All notices required or permitted to be given by one party to the other under this Agreement shall be sufficient if sent by Certified Mail, Return Receipt Requested, to the parties at the respective addresses set forth below or to such other address as the party to receive the notice has designated by written notice to the other party.

Notices to the County shall be to the attention of:

Notices to the Company shall be to the attention of:

ARTICLE 12. GOVERNING LAW

This Agreement shall be governed by and construed under the substantive law of the State of Indiana, as it existed and was interpreted on the effective date of this Agreement. In the event that the laws of the State of Indiana changed, so as to create additional work for the Company not provided for in this Agreement, the County shall allow the Company a reasonable extension of the completion date and additional compensation to be negotiated.

ARTICLE 13. CONSENT TO JURISDICTION, VENUE AND SERVICE

The Company consents and agrees that all legal proceedings related to the subject matter of this Agreement shall be maintained in courts sitting within the State of Indiana. Company further consents and agrees venue for State court proceedings shall be in the County of Sullivan, Indiana, and no court actions commenced in Indiana shall be transferred or removed to any other State or Federal court.

ARTICLE 14. COVENANTS BY THE COUNTY

The County hereby covenants and agrees:

- a. That _____ is hereby appointed as the County's Project Manager with respect to the services to be performed by the Company pursuant to this Agreement. The County's Project Manager shall have the authority to transmit instructions, receive information, interpret and define the policy of the County and make decisions pertinent to services covered by this Agreement. The County's Project Manager shall have the right, from time to time, to designate another employee of the County of Sullivan to serve in the absence of the County Project Manager. The County reserves the right to

designate a different County Project Manager, provided that the Company is given written notice thereof.

- b. To make such facilities and properties as are reasonably necessary for the performance of work available and accessible for use by the Company during normal working hours as may reasonably be required by the Company for the performance of this Agreement.
- c. To perform at no cost to the Company such tests of equipment, machinery and facilities of the County in a timely manner as may be reasonably required in connection with the work under this Agreement. The tests to be performed must be within the ability and capability of the County's equipment and personnel.
- d. To give prompt notice to the Company whenever the County observes or otherwise becomes aware of any defect in the performance of work under this Agreement.
- e. To give careful and reasonable consideration to the findings and recommendations of the Company and to respond in a timely manner so as not to unduly delay the Company's work called for by this Agreement.

ARTICLE 15. DISPUTE RESOLUTION

Disputes shall be resolved as follows: through good faith negotiations by the designees identified in this Agreement after written notice and if not resolved by such designees after seven (7) days, Company shall at or after the end of the seven (7) day period submit its claim with the basis for the dispute in writing to the County of Sullivan's Chief Financial Officer for a determination and handling. Any dispute resolution agreed to by the County's Chief Financial Officer, constituting a material change in this Agreement or providing for payment different than of the amount established under this Agreement, will not be final until such changes are incorporated into a written Amendment to this Agreement by means of the County's normal change order process. If such dispute involves a payment due, the County shall, as promptly as reasonably possible after resolution of such dispute, forward payment to Company of any amount determined to be due and owing.

Any dispute not resolved in accordance with this Article 15 may be resolved by recourse to litigation in accordance with the laws of Indiana with venue in the County of Sullivan.

ARTICLE 16. INDEMNIFICATION

The Company agrees to defend and save harmless the County, its officers, agents and employees against all claims, demands, payments, suits, actions, recovery, and judgments of every kind and description arising out of the performance of this Agreement, for personal injury or property damage brought or recovered against it by reason of any negligent action or omission of the Company, its agents, or employees and with respect to the degree to which the County is free from negligence on the part of itself, its employees and agents.

The County agrees to defend and indemnify and save harmless the Company, its officers, agents and employees against all claims, demands, payments, suits, actions, recovery and judgments of every kind and description arising out of any valuation disputes, or challenges to the methodology employed under this Agreement brought or recovered against it, whether based in contract, negligence or otherwise.

Neither party shall be liable to the other for consequential, indirect or incidental damages, including, but not limited to, loss of tax revenue or claims related to valuation of property, whether based in contract, negligence, strict liability or otherwise.

ARTICLE 17. INSURANCE

The Company will not commence work under this Agreement until the Company has obtained all insurance under this section. The Company shall obtain, at its expense, the following minimum amounts of insurance (inclusive of any amounts provided by an umbrella or excess policy):

The Company shall carry Public Liability Insurance in the amount of \$1,000,000 including protection for bodily injury and property damage with a combined single limit of \$1,000,000 and \$500,000 for each occurrence naming the County as the additional insured only to the extent of obligations assumed by the Company under this Agreement.

The Company shall also maintain Automobile Liability Insurance providing limits of \$1,000,000 per occurrence, and the Company shall provide Workers' Compensation Insurance. The Workers' Compensation Insurance shall provide coverage under the Compensation Act of Indiana and shall provide employer's liability insurance in the amount of \$100,000.

The Company shall maintain Errors & Omissions coverage providing limits of \$1,000,000.00 per occurrence.

Certificates of Insurance shall be supplied to the County by the Company detailing the above coverages. These certificates will be issued by a carrier authorized to do business within the State of Indiana.

ARTICLE 18. LEGAL RESTRAINTS AND LIMITATIONS

The Company acknowledges that the County, as a unit of local government and a political subdivision of the State of Indiana, is subject to restraints, limitations, regulations, and controls imposed or administered pursuant to numerous applicable laws, ordinances, rules and regulations of federal, state, regional and certain local governmental agencies or authorities. The Company agrees that all professional services rendered or performed by the Company pursuant to the provisions of this Agreement shall be in compliance therewith.

ARTICLE 19. SOLICITATION OF AGREEMENT

The Company warrants that it has not employed or retained any company or person other than a bona fide employee working solely for the Company to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person other than bona fide employee working solely for the Company, any fee, commission, percentage, brokerage fee, gift, contingent fee or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the County shall have the right to annul this Agreement without liability or at its discretion to deduct from the Agreement price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

ARTICLE 20. INDEPENDENT COMPANY

The relationship of the Company to the County shall be that of an independent Company and no principal-agent or employer-employee relationship is created by this Agreement.

ARTICLE 21. CONFLICT OF INTEREST

The Company covenants that it has no public or private interest, and will not acquire directly or indirectly any interest which would conflict in any manner with the performance of its services. The Company warrants that no part of the total contract amount provided herein shall be paid directly or indirectly to any officer or employee of the County as wages, compensation, or gifts in exchange for acting as officer, agent, employee, sub-contractor or consultant to the Company in connection with any work contemplated or performed relative to this Agreement.

ARTICLE 22. SUBCONTRACTORS

It is expected that the Company and their sub-contractor shall have standard in-house capability to provide all the services required by this Agreement; however, should the Company find it necessary to utilize the services of additional sub-contractor, the Company shall first obtain the written approval of the County. The Company shall also require each sub-contractor to adhere to applicable provisions of this Agreement. The utilization of any sub-contractor by the Company shall not relieve the Company from any liability or responsibility to the County pursuant to the provisions of this Agreement or obligate the County to the payment of any compensation to the sub-contractor or additional compensation to the Company.

ARTICLE 23. ASSIGNMENT

No assignment of this Agreement or any right or interest herein by either party shall be effective unless the other party shall first give its written consent to such assignment. The performance of the Agreement by the Company is the essence of this Agreement. Notwithstanding, the Company may, with the County's consent, assign this Agreement to an affiliate or subsidiary of the Company or its parent corporation, or assign its rights to receive payments hereunder.

ARTICLE 24. NON-DISCRIMINATION PROCEDURES

During the performance of this Agreement, the Company agrees as follows:

- a. The Company will not discriminate against any employee or applicant for employment because of race, creed, sex, color, national origin or age, and will take affirmative action to insure that all employees and applicants are afforded equal employment opportunities without discrimination because of race, creed, sex, color, national origin or age. Such action will be taken with reference to, but shall not be limited to, recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, rates of training or retraining (including apprenticeship and on-the-job training).
- b. No person in the United States shall, on the grounds of race, creed, sex, color, national origin or age, be excluded from participation in, be denied the proceeds of, or be subject to discrimination in the performance of this Agreement.

ARTICLE 25. AUTHORITY TO EXECUTE

Each of the parties hereto covenants to the other party that it has lawful authority to enter into this Agreement, that the governing or managing body of each of these parties has approved this Agreement and that the governing or managing body of each of the parties has authorized the execution of this Agreement in the manner hereinafter set forth.

ARTICLE 26. SEVERABILITY

If any provision of this Agreement shall be declared invalid or unenforceable, such invalidity or unenforceability shall not affect the whole Agreement, but the whole Agreement shall be construed as if not containing the provision, and the rights and obligations of the parties shall be construed and enforced accordingly.

ARTICLE 27. NO WAIVER

The failure by any party to exercise any right provided for herein shall not be deemed a waiver of any right hereunder.

ARTICLE 28. NON-SOLICITATION

During the Period of Agreement and for a period of six months following the project completion date, the County will not solicit for employment or hire any Company employee without the express written consent of the Company.

ARTICLE 29. MAINTENANCE AND SUPPORT

The initial period of Software and Maintenance ("Support Period"), included at no cost to the County, shall begin upon execution of this Agreement and shall end one year after effective date of this Agreement. Additional Support Periods shall automatically begin (renew) at the end of each previous Support Period and end one year later unless: (i) either party gives written notice of non-renewal to the other party at least 30 days prior to the expiration of the Support Period or any renewal thereof; or (ii) the Agreement is terminated according to the terms of this Agreement.

The Company may increase or decrease prices for Support and Maintenance Services to be effective at the beginning of any renewal of a Support Period by providing the County written notice of such change at least 60 days prior to such renewal. The Company may change hourly rates as listed in Exhibit 6 –Maintenance and Support, for additional Services not specifically listed in this Agreement, and as authorized by the County, by providing written notice of such change at least 60 days prior to performing such Services.

ARTICLE 30. ENTIRE AGREEMENT

This Agreement represents the entire agreement of Jurisdiction and the Company with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied or statutory. The Jurisdiction hereby acknowledges that in entering into this Agreement it did not rely on any information not explicitly set forth in this Agreement. This Agreement may not be altered or amended except in writing, executed, making specific references to this Agreement, by a duly authorized officer of the Company and by a duly authorized official of the Jurisdiction.

ARTICLE 31. EXHIBITS AND ATTACHMENTS

The documents listed below have been attached hereto and are incorporated herein as a part of this Agreement.

<u>Exhibit Number</u>	<u>Document Title</u>
1	Scope of Work
2	Payment Schedule
3	Proposed System's Baseline Description
4	Software License
5	Maintenance and Support

IN WITNESS WHEREOF, the parties hereto have set their hands to duplicates of this Agreement this
_____ day of _____, 2007.

SULLIVAN COUNTY, INDIANA

WITNESS:

BY: _____

Title

CONTRACTOR

WITNESS:

BY: _____

Title